

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CARLOS EDUARDO LARA ELIAS,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 1:07-cv-470 (GMS)
)	
BAJA CAPITAL PARTNERS, LLC)	
and RICHARD A. ALBERTI,)	
)	
Defendants.)	

PLAINTIFF'S REPLY TO COUNTERCLAIM

Plaintiff Carlos Eduardo Lara Elias ("Dr. Lara"), by his attorneys, Potter Anderson & Corroon LLP, responds to the counterclaim of Defendants Baja Capital Partners, LLC ("BCP") and Richard A. Alberti ("Alberti") as follows:

COUNTERCLAIM -- COUNT I

1. As to Paragraph 41 of Defendants' Answer and Counterclaim, Plaintiff admits that Plaintiff and Defendant BCP entered into an Agreement dated as of October 1, 2005, and an Agreement dated as of June 6, 2006 (the "BCP-Lara Agreements"), and Plaintiff respectfully refers this Court to those documents for the terms and conditions thereof, and otherwise denies the allegations of Paragraph 41.

2. As to Paragraph 42 of Defendants' Answer and Counterclaim, Plaintiff admits that certain monies were provided to Dr. Lara under the terms of the BCP-Lara Agreements, and Plaintiff respectfully refers this Court to those documents for the terms and conditions thereof, and otherwise deny the allegations of Paragraph 42.

3. As to Paragraph 43 of Defendants' Answer and Counterclaim, Plaintiff neither admits nor denies, as no factual allegation has been made but only legal conclusions to which no response is required, and states that by virtue of Defendants' asking the Court to create a security interest, Defendants admit they have no rights to maintain possession of Certificates of Deposits Nos. 7921536 and 388765.

COUNTERCLAIM -- COUNT II

4. As to Paragraph 44 of Defendants' Answers and Counterclaim, Plaintiff admits that Plaintiff, Defendant Alberti and Non-Party Alfonso Posada entered into an agreement dated as of November 18, 2005 (the "Lara-Alberti-Posada Agreement"), and Plaintiff respectfully refers this Court to that document for the terms and conditions thereof, and otherwise deny the allegations of Paragraph 44.

COUNTERCLAIM -- COUNT III

5. As to Paragraph 45 of Defendants' Answer and Counterclaim, Plaintiff neither admits nor denies the allegations of that paragraph, and states that a separate agreement dated November 19, 2005 exists between Plaintiff, Plaintiff's brother Luis Jorge Lara Elias, Raul Castro Quintero, and Defendant BCP concerning the Banamex certificates of deposit and, moreover, that agreement is irrelevant to the parties' dispute over possession of the Bancomer certificates of deposit.

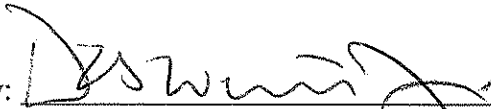
AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The allegations of the Counterclaim fail to state claims upon which relief may be granted.

WHEREFORE, Plaintiff Dr. Carlos Eduardo Lara Elias requests entry of judgment in his favor on Defendants' Counterclaim, and such other and further relief as this Court may deem just and equitable.

POTTER ANDERSON & CORROON LLP

By: 

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Date: September 11, 2007

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CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2007 a copy of Plaintiff's Reply to Counterclaim was served by regular United States mail upon the following counsel of record:

Richard A. Alberti, Esquire
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DANIEL F. WOLCOTT, JR. (ID No. 284)

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